

## **EXHIBIT 15D**



# Purchase Order

Best PumpWorks - Southbelt  
65 Southbelt Industrial Drive  
Houston TX 77047  
USA

**Order No.:** SB00007024

**Order Date:** 5/22/2019

**Vendor PO:**

**Buyer:**

**Ship Via:**

**Freight Terms:**

**Vendor:**

: Blankemeier William  
PeopleFlo Manufacturing, Inc  
10045 Pacific Ave  
Franklin Park IL 60131  
Phone: 630 862-1602 (C)

**Deliver To:**

Best PumpWorks - Southbelt  
65 Southbelt Industrial Drive  
Houston TX 77047  
USA

REFERENCE THIS ORDER ON ALL PACKING LISTS,  
INVOICES & CORRESPONDENCE

No.	Item	Description	Quantity	U/M	Due Date	Price	Net Amount
1	195-00100-4001	MCU KIT,1X1.5X6,G1LT,VI,CG,SS Reference: Inventory	20.000	EA	6/5/2019	2,706.00000	54,120.00 US
2	195-00102-4001	MCU KIT,1.5X3X6,G1LT,VI,CG,SS Reference: Inventory	20.000	EA	6/5/2019	2,706.00000	54,120.00 US
3	195-00104-4001	MCU KIT,2X3X6,G1LT,VI,CG,SS Reference: Inventory	20.000	EA	6/5/2019	2,706.00000	54,120.00 US
4	195-00106-4001	MCU KIT,1X1.5X8,G1LT,VI,CG,SS Reference: Inventory	20.000	EA	6/5/2019	2,706.00000	54,120.00 US
5	195-00108-4001		20.000	EA	6/5/2019	2,706.00000	54,120.00 US

Buyer Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**Best PumpWorks - Southbelt, 65 Southbelt Industrial Drive, Houston, TX, 77047, USA**



# Purchase Order

No.	Item	Description	Quantity	U/M	Due Date	Price	Net Amount
		MCU KIT,1.5X3X8,G1LT,VI,CG,SS					
		Reference: Inventory					
6	195-00101-4001		20.000	EA	6/5/2019	2,970.00000	59,400.00 US
		MCU KIT,1X1.5X6,G1HT,VI,CG,SS					
		Reference: Inventory					
7	195-00103-4001		20.000	EA	6/5/2019	2,970.00000	59,400.00 US
		MCU KIT,1.5X3X6,G1HT,VI,CG,SS					
		Reference: Inventory					
8	195-00105-4001		20.000	EA	6/5/2019	2,970.00000	59,400.00 US
		MCU KIT,2X3X6,G1HT,VI,CG,SS					
		Reference: Inventory					
9	195-00107-4001		20.000	EA	6/5/2019	2,970.00000	59,400.00 US
		MCU KIT,1X1.5X8,G1HT,VI,CG,SS					
		Reference: Inventory					
10	195-00109-4001		20.000	EA	6/5/2019	2,970.00000	59,400.00 US
		MCU KIT,1.5X3X8,G1HT,VI,CG,SS					
		Reference: Inventory					

## Order Instructions:

## Remit To:

wblankemeier@peopleflo.com]

Total:	US\$ 567,600.00
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Buyer Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**Best PumpWorks - Southbelt, 65 Southbelt Industrial Drive, Houston, TX, 77047, USA**



# Purchase Order

No.	Item	Description	Quantity	U/M	Due Date	Price	Net Amount
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**Payment Terms:** Net 30 Days

**Special Instructions:**

PLEASE MAIL INVOICES TO PO BOX 7095, TYLER, TX 75711. OR, EMAIL

INVOICES TO SOUTHBELTACCOUNTING@BESTPUMPWORKS.COM.

**TERMS & CONDITIONS**

1. **ACCEPTANCE.** Buyer shall not be bound by any order until Seller executes and returns to Buyer an acknowledgement copy of Buyer's order or when Seller delivers to Buyer any of the Products ordered therein or renders for Buyer any of the services ordered therein. Seller shall be bound by Buyer's order and these terms and conditions when it executes and returns the order acknowledgement copy, when it otherwise indicates its acceptance of Buyer's order, or when it delivers to Buyer any of the goods ordered therein or renders for Buyer any of the services ordered therein. BUYER'S ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN AND ON THE FACE OF BUYER'S ORDER, AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY BUYER - NO CONTRACT SHALL EXIST EXCEPT AS HEREINABOVE PROVIDED.

2. **SCOPE.** All specifications, drawings and data submitted to Seller with Buyer's order or referred to by Buyer's order are hereby incorporated into Buyer's order by reference and made a part of such order. These terms and conditions, as may be amended from each separate submittal, apply to the purchase by Buyer of all products and/or services ("Product") from Seller as described on the face of the order or other documents referenced on the face of such order. The term Product throughout these terms and conditions includes without limitation, raw materials, supplies, components, tooling equipment and all services. No order is valid unless issued by Buyer on its official, electronic or otherwise generated, order to the Seller with a copy of these terms and conditions attached. If there is an existing master agreement executed by both Buyer and Seller, the terms and conditions of the executed agreement will prevail over the terms and conditions to the extent of any inconsistencies.

3. **CHANGES.** The Buyer reserves the right at any time to make written changes in any one or more of the following: (a) specifications, drawings and data incorporated in its order where the items to be furnished are to be specially manufactured for the Buyer; (b) methods in shipment or packing; (c) place of delivery; (d) time of delivery; (e) manner of delivery and (f) quantities. If any such change causes an increase or decrease in the cost of, or in the time required for performance of such order, an equitable adjustment shall be made in the purchase price of the order, or delivery schedule, or both. Any claim by Seller for adjustment under this clause must be approved by Buyer in writing before Seller proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a change order, or revision to the order issued and signed by Buyer.

4. **PRICING. RISK OF LOSS.** All prices payable by Buyer for the Product are stated in the order and include the cost of all documentation and packaging and shall be on the delivery term specified in the order to the specified destination. Except as otherwise indicated through quotation or other discount, prices for Product or services purchased under Buyer's order shall be such prices of Seller which are in effect at the time Buyer submits its order and not at the time of delivery or any other time in the future. Seller warrants (both at the time of order and the time of delivery or performance) that the prices for the Product or services sold to Buyer hereunder are no less favorable than Seller currently extends to any other customer for the same or similar Product or services in similar quantities. If Seller reduces its prices to others for such Product or services at any time prior to delivery or performance, Seller will reduce the prices to Buyer for such Product or services correspondingly. Seller warrants that no additional charges of any type will be added without Buyer's express written consent.

5. **QUALITY.** Seller shall meet all quality requirements of Buyer and all quality requirements of Buyer's customers, including, but not limited to, all applicable specifications, drawings and other contract descriptions, as set forth on the face of the order. The quality of the Product shall be subject to the satisfaction of the Buyer, who shall be entitled to reject non-conforming Product.

6. **PACKAGING. SHIPPING.** All Product covered by the order 100lbs or less, unless otherwise directed by the Buyer or in a writing signed by Buyer's authorized representative, shall use the following shipping method: UPS Collect Account # 75036E. IFS Job Number and Purchase Order Number must be included as reference. All Product covered by this order 100lbs or more, unless otherwise directed by the Buyer or in a writing signed by Buyer's authorized representative, shall use following shipping method: UPS Collect Account # 42660962. IFS Job Number and Purchase Order Number must be included as reference. Buyer is not responsible for any cost of freight if above mentioned is not followed and Seller shall pay all additional costs related to delivery of the Product. Seller shall be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's delivery instructions.

7. **DELIVERY.** The Seller shall make delivery to the specified destination by the promise date stated on the order or as otherwise agreed in writing by the Parties. Time is of the essence and if delivery of Product is not made in the quantities and at the times specified, or rendering of services is not completed at the times specified, Buyer reserves the right without liability, and in addition to all other rights and remedies available to Buyer under applicable law, to take either or both of the following actions: (a) direct expedited routings of Product (in which case any excess costs incurred by reason of the expedited routing shall be paid by the Seller) and (b) terminate such order by notice effective when received by Seller as to Product not yet shipped or services not yet rendered (in which case Buyer may purchase substitute Product or services elsewhere and charge Seller for the excess cost of such

Buyer Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**Best PumpWorks - Southbelt, 65 Southbelt Industrial Drive, Houston, TX, 77047, USA**



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substitute Product and services and for any other losses Buyer may incur), including but not limited to all consequential and incidental damages. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence; provided, however, that when Seller has reason to believe that deliveries may not be made as scheduled (specifically including any actual or potential labor disputes), Seller shall give written notice immediately to Buyer setting forth the cause of the anticipated delay. If Seller's delay or default is caused by the delay or default of a manufacturer, such delay or default shall be excusable only if (a) it arose out of causes beyond the control of both Seller and manufacturer and without the fault or negligence of either of them and (b) the Product to be furnished or service to be rendered under the order were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery or performance schedule in the order. Buyer shall have no liability for Product delivered to Buyer which is in excess of quantities specified in its order and delivery schedules. Such Product shall be subject to rejection and return at Seller's expense, including transportation charges both ways. Buyer will not be liable for any material or production cost incurred in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedules. With respect to any Product (or components within such Product) that may be hazardous, Seller shall clearly identify such danger on the external packaging for such Product (and list any appropriate special shipping requirements) and shall provide Buyer (along with the Product) with warning and instruction materials appropriate to warn of the hazard, explain its potential effects and specify the proper manner for handling and using the material.

8. **INSPECTION AND ACCEPTANCE.** All Product purchased under the order are subject to inspection at Buyer's destination before payment and before acceptance, in each case in Buyer's sole and absolute discretion. In addition, Buyer shall have the right to inspect and test the materials, workmanship and performance of all ordered Product during its manufacture, and if any such inspection or test is made upon the premises of Seller or its suppliers, then Seller or its suppliers shall furnish Buyer, without additional charge, reasonable facilities and assistance to allow a safe and convenient inspection and test. Buyer reserves the right to reject and refuse acceptance of Product which are not in accordance with the instructions, specifications, drawings and data or Seller's warranties (express or implied). Buyer may reject an entire shipment if a sample inspection discloses that the Product inspected are not in accordance with the instructions, specifications, drawings, data or warranties, unless Seller agrees to reimburse Buyer for the cost of a complete inspection of such shipment. Product not accepted will be returned to Seller for full refund, credit or replacement at Buyer's option and at Seller's risk and expense, including transportation charges both ways. No replacement of rejected Product shall be made unless specified by Buyer in writing. Buyer shall not be liable for failure to accept any part of the Product, if such failure is the result of any cause beyond the control of the Buyer. Among such causes, but not definitive thereof, are fires, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, inability to obtain necessary materials or machinery or total or partial shutdown of Buyer's plant for any cause. Acceptance of any part of the Product shall not bind Buyer to accept future shipments, nor deprive Buyers of the right to return Product already accepted. None of the provisions hereof dealing with the acceptance or inspection shall result in a waiver of Buyer's right either to cancel or to return all or any portion of the Product because of failure to conform to Buyer's order with Seller, or by reason of defects, latent or patent, or other breach of warranty. In addition to Buyer's right to cancel or return such defective Product, Buyer may make any claim for damages, including manufacturing costs, damage to materials, or articles caused by improper boxing, crating, or packing and loss of profits or other damages occasioned the Buyer. Furthermore, Buyer specifically reserves the right to rework any such defective Product at its own facilities and to charge the costs of such reworking against Seller. Such rights shall be in addition to any other remedies provided by law.

9. **PRODUCT WARRANTY.** Seller expressly warrants that the Product: (i) will conform to the specifications, drawings, samples and other description furnished or adopted by Buyer; (ii) will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect; and (iii) will be delivered free of all liens or claims of any nature, and that Seller has good title to same. In the event of a breach of warranty of title, Buyer shall promptly notify Seller, and Seller, at its expense, will defend the title to any affected Product or part and if unsuccessful, will promptly provide to Buyer at no cost to Buyer replacement Product which complies with this warranty. In the event Buyer discovers that the Product fails to conform to specifications of this order, Buyer will give written notice to Seller of the nonconformity. Promptly upon receipt of this notice, Seller, at its sole cost, will correct such non conformity of the defective Product by repair or replacement, at Buyer's option. Seller warrants that the goods and services supplied by Seller but manufactured by others will carry all warranties of the manufacturer and that Seller will promptly assign such warranties to Buyer if permitted there under. Buyer shall be permitted to assign all Seller's warranties to its customers without consent. Seller's warranties shall be for a period of 18 months after the date of delivery of the Product or 12 months after start-up of the Product or performance of any service, whichever occurs first. See order for any additional special warranty requirements.

10. **INDEMNIFICATION.** SELLER AGREES THAT IT WILL, AT SELLER'S COST AND EXPENSE, WITHOUT REGARD TO WHETHER THE PRODUCT HEREIN DESCRIBED CONFORMS TO SPECIFICATIONS FURNISHED BY OR FOR BUYER, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER, BUYER'S AFFILIATES, CUSTOMERS, AND THE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF BUYER AND BUYER'S AFFILIATES AND CUSTOMERS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL LOSS, COST (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS AND LITIGATION ARISING FROM (A) CLAIMED OR ACTUAL INFRINGEMENT OR CONTRIBUTORY INFRINGEMENT OF ANY PATENT, OR INFRINGEMENT OF ANY COPYRIGHT OR TRADEMARK OR VIOLATION OF ANY TRADE SECRET BY THE PRODUCE, THE PURCHASE THEREOF AND USE OF THE SAME FOR ITS ORDINARY INTENDED PURPOSES AS WELL AS ANY SPECIAL PURPOSES SPECIFIED IN THE ORDER OR IDENTIFIED BY EITHER PARTY IN WRITING, (B) LABOR OR MATERIAL LIENS, FEES, COMMISSIONS OR OTHER COMPENSATION CLAIMED BY ANY THIRD PARTY BECAUSE OF ANY PRODUCT, SERVICES OR WORK ALLEGEDLY PROVIDED, PERFORMED OR RENDERED FOR SELLER IN CONNECTION WITH THIS ORDER, AND (C) PERSONAL INJURY TO OR DEATH OF ANY

Buyer Signature

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Best PumpWorks - Southbelt, 65 Southbelt Industrial Drive, Houston, TX, 77047, USA



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PERSON OR DAMAGE TO ANY PROPERTY WHATSOEVER CAUSED BY, RESULTING FROM, OCCURRING IN CONNECTION WITH, OR RELATED TO THE PRODUCT OR THE USE OF SAID PRODUCT BY SELLER OR ITS CUSTOMER AND ANY SERVICES PERFORMED BY SELLER. IT IS THE INTENTION OF THE PARTIES THAT THE INDEMNITY OBLIGATIONS OF SELLER ARE WITHOUT REGARD TO WHETHER THE STRICT LIABILITY, FAULT, CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES IS A FACTOR AND SUCH OBLIGATIONS ARE INTENDED TO PROTECT THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN STRICT LIABILITY, FAULTS, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, WHETHER ACTIVE OR PASSIVE. ONLY THOSE MATTERS WHICH ARE DETERMINED TO BE A RESULT OF THE SOLE NEGLIGENCE OR FAULT OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES NOT CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OR WILLFUL MISCONDUCT OF SELLER, ITS EMPLOYEES AND AGENTS, OR OTHER THIRD PARTIES, SHALL BE EXCLUDED FROM SELLER'S OBLIGATIONS TO INDEMNIFY.

11. **TERMINATION BY THE BUYER.** Buyer reserves the right to terminate all or any part of each order without liability of Buyer to the Seller, in the event: a) Seller repudiates, breaches, or threatens to breach any of the terms of the order including without limitation, Seller's warranties, b) Seller fails to perform or deliver Product as specified by Buyer, c) Seller fails to provide Buyer with adequate and reasonable assurances of Seller's ability to perform timely any of Seller's obligations under any order, including without limitation, delivery of Product, d) Buyer terminates for breach of any other order issued by Buyer to Seller in accordance with the terms of such order, e) Seller attempts an assignment or transfer of any interest without prior written approval of Buyer, or f) Seller makes an assignment for the benefit of its creditors, commits any act of bankruptcy, has a receiver appointed, or otherwise admits of its inability to pay its debts as they mature, and Seller fails to remedy the breach or violation within Sixty (60) days after receipt of written notice from Buyer.

12. **ASSIGNMENT.** The Seller shall not assign, transfer or otherwise dispose of any rights or obligations to any third party without the prior written consent of Buyer. All rights and obligations shall inure to the benefit of and be binding on any permitted assignee or successor of each Party.

13. **COMPLIANCE WITH LAWS.** Seller agrees to comply with all federal, state, and local laws, executive orders, rules and regulations that may be applicable to Seller's performance of its obligations to under each order. If requested, Seller shall so certify when and in such form as Buyer or Buyer's customers or suppliers may require, including among other things, a certification that the items were produced in compliance with all applicable requirements of the Fair Labor Standards Act.

14. **PAYMENT.** Payment terms are stated on the face of the order.

15. **CONFIDENTIALITY.** Any specifications, samples, designs, formulations, trade secrets, patents, financial data, or other information that Buyer identifies as or otherwise deems confidential ("Buyers Confidential Information") and discloses to the Seller in connection with the order shall remain the exclusive property of the Buyer and shall, along with any information derived from the same, be kept confidential by the Seller and its employees and agents and shall not, without Buyer's prior written consent, be disclosed to any third party or used except for purposes of the order. Notwithstanding the foregoing, such information shall not be deemed confidential to the extent that the Seller can demonstrate by written record that it was previously known by the Seller, became generally available to the public through no fault of the Seller, was disclosed to the Seller by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by law or legal process. The Buyer and Seller agree that the covenant of confidentiality and nondisclosure set forth above shall survive termination of this Agreement and shall remain in effect for so long as the Buyers Confidential Information remains confidential. The Buyer and Seller agree that this covenant shall supersede any contrary duration term set forth in any previously executed Confidentiality Disclosure Agreement, if any.

16. **REMEDIES.** In the event Seller fails to perform in accordance with the order ("Breach"), without limiting the generality of the foregoing, should any Product fail to conform to the warranties, or should Seller or any Product provided by Seller fail to meet any of the conditions or specifications set forth in the order, and without prejudice to any other rights or remedies it may have under applicable law or in equity, Buyer shall have the right to recover from the Seller any and all losses and reasonable additional expenses incurred by Buyer arising from Seller's Breach, and at Buyer's option: a) require the Seller promptly cure such Breach with conforming delivery at no additional charge or expense to Buyer and/or, b) reject any non-conforming Product, cancel any and all outstanding deliveries, cover by purchasing replacement Product from one or more other suppliers and at Seller's cost and expense, and/or (c) exercise any other remedies available to Buyer under applicable law.

17. **FORCE MAJEURE.** Seller's failure to deliver Product as provided in the order by reason of any of the following events shall not constitute an event of default or breach of any terms of the order: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including without limitation any agency or department of the United States of America or any other country), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products or other causes which are reasonably beyond the control of Seller. Seller shall promptly notify the Buyer of any such delay and its cause. Provided that if any such cause that continues for more than thirty (30) days, the Buyer may at its own option cancel this order and all its obligations to Seller.

18. **MISCELLANEOUS.** a) Failure of Buyer to insist upon performance of any provisions of these terms and conditions or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. b) To the extent any term, provision, undertaking or restriction contained in these terms and conditions are held by a court of competent jurisdiction to be invalid, void or unenforceable (in whole or in part), the remainder of the terms, provisions, undertakings and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. c) Any notice or request required or permitted to be given in connection with these terms and conditions shall be sent by mail, prepaid, return receipt requested, by fax, with receipt confirmed, email or by express delivery service to the address set forth on the order or to any other business address furnished in writing by the intended recipient to the sender. The date of notice shall be deemed to be the date on which such notice has been sent by fax, received by mail, email, or by express

Buyer Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Best PumpWorks - Southbelt, 65 Southbelt Industrial Drive, Houston, TX, 77047, USA



# Purchase Order

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delivery service.

Buyer Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

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